

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO.		PAGE 1 OF 29	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE TBD		4. ORDER NO.		5. SOLICITATION NUMBER MCC-16-RFQ-0058	
6. SOLICITATION ISSUE DATE 1/27/2016		7. FOR SOLICITATION INFORMATION CALL: a. NAME Marilyn F. Williams		b. TELEPHONE NO. (No Collect Calls) 202-772-6457		8. OFFER DUE DATE/LOCAL TIME 2/10/2016 2:00 PM EST	
9. ISSUED BY Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street, NW Suite 700 Marilyn F. Williams PSC Rep MCC Washington DC 20005				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541611 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$15 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				15. DELIVER TO CODE _____ Millennium Challenge Corporation CGM 1099 Fourteenth Street, NW Washington DC 20005			
16. ADMINISTERED BY CODE _____ Millennium Challenge Corporation Contracts and Grants Management Division 1099 Fourteenth Street, NW Suite 700 Washington DC 20005				17a. CONTRACTOR/OFFEROR CODE _____ FACILITY CODE _____ TBD			
18a. PAYMENT WILL BE MADE BY CODE _____ Interior Business Center Interior Business Center M/S D-2773 7301 West Mansfield Avenue Lakewood CO 80235-2230				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		TELEPHONE NO. _____ DUNS: _____ DUNS+4: _____		PHONE: _____ FAX: _____			
19. ITEM NO.		20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		23. UNIT PRICE		24. AMOUNT			
		This requirement is for: Infra Water LiDAR Technical Support This is a combined synopsis/solicitation for commercial items prepared in accordance with Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued. Continued. (Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page				26. TOTAL AWARD AMUNT (For Govt. Use Only)			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	

**INFRA WATER LIDAR TECHNICAL SUPPORT
COMBINED SYNOPSIS/SOLICITATION
MCC-13-RFQ-0058**

This is a combined synopsis/solicitation for commercial items prepared in accordance with the format in [Subpart 12.6](#) and [Subpart 13.5](#) with additional information included in this notice.

This announcement constitutes the only solicitation; proposals are being requested and a written solicitation will not be issued.

(i) The solicitation number is MCC-13-RFQ-0058. This solicitation is issued as a request for quote (RFQ).

(ii) The solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2005-85.

(iii) This solicitation is not a set aside.

(iv) Contract line item number(s) and items, quantities and units of measure are included in the solicitation.

(v) The MCC requires Infra Water LiDAR technical support for the Niger Compact.

(vi) Dates and places of delivery are included herein. Acceptance is at the Government location and all deliveries are FOB destination.

(vii) The provision at [52.212-1](#), Instructions to Offerors -- Commercial, applies to this acquisition. Addenda are attached.

The provision at [52.212-2](#), Evaluation -- Commercial Items (Oct 2014) is included.

(viii) Offerors shall include a completed copy of the provision at [52.212-3](#), Offeror Representations and Certifications -- Commercial Items, with its offer, unless this information is in ORCA. In the event this information is in ORCA, only submit section b of the provision.

(ix) The clause at [52.212-4](#), Contract Terms and Conditions -- Commercial Items, applies to this acquisition. Addenda are attached.

(x)) The clause at [52.212-5](#), Contract Terms and Conditions Required To Implement Statutes Or Executive Orders -- Commercial Items, applies to this acquisition.

(xi) The contracting officer has determined that additional specific terms and conditions (MCC Clauses) are necessary to implement the most current provisions. However, the terms and conditions are consistent with customary commercial practices.

(End of Section A)

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES TO BE PROVIDED

The Millennium Challenge Corporation (MCC) requires a firm to provide topographic mapping services utilizing LiDAR (light detection and ranging) technology to support the development of a Compact Program for MCC funding. MCC is launching this solicitation with the Government of Niger (GoN), acting through the *Unité de Coordination des Programmes du Millennium Challenge (UC-PMC)*. The services under this solicitation will be funded under a Grant Implementation Agreement By and Between the MCC and the GoN, and administered as MCC Contracted Activities. As such, any and all instructions to the Consultant shall be made by and through MCC. Within this context, the Consultant shall work in-country on a daily basis with the *UC-PMC*, and maintain at least weekly communications with MCC.

B.2 PRICING ARRANGEMENT/CONTRACT TYPE

This is a Full and Open Single Commercial Services, Firm Fixed Price Purchase Order (PO).

The period of Performance for this Contract is estimated to be 7 weeks

The Consultant shall furnish all personnel, equipment and logistics required to provide the services in accordance with the Descriptions/Specifications/Statement of Work, and the terms and conditions herein. The total price includes labor and other direct costs to perform all required services.

CLIN 0001: Infra Water LiDAR Technical Support to include any equipment required.

Item Information: Date of Award through Seven (7) Weeks

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	AMOUNT
CLIN 0001 – Infra Water LiDAR Support		TBD
Total FFP Amount of Purchase Order		

B.3 FUNDING

Full funding will be obligated upon award and invoiced based upon the delivery schedule. The Government is not obligated to reimburse and the Contractor shall not incur any costs in excess of the total amount allotted by the Government to the Purchase Order. The Contractor assumes the risk for any increased costs beyond what the Government obligates.

Payment Schedule:

Deliverable	Payment Schedule
– Deliverable 1 – Mobilization Report	25%
– Deliverable 2 – Control points on field & DTM and classified LIDAR points cloud	40%
– Deliverable 3 – Ortho rectified images and 25cm contour lines & Final Report	35%

After submittal and acceptance of each deliverable, the Government will pay invoices in accordance with the above Payment Schedule.

modifications against the Contract.

B.4 SCHEDULE

The Contractor shall furnish all personnel, equipment and logistics required to provide the services in accordance with the Descriptions/Specifications/Statement of Work, and the terms and conditions herein. The total price shall include labor and other direct costs to perform all required services.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 INTRODUCTION

The Millennium Challenge Corporation (MCC) is a Federal Corporation created under Title VI¹ of the Foreign Operation, Export Financing, and related Programs Appropriations Act, 2004. As a United States government-owned corporation responsible for the stewardship of the Millennium Challenge Account (MCA), MCC works with developing countries to promote sustainable economic growth to reduce poverty. MCC's work is based on the principle that aid is most effective in countries that promote good governance, provide economic freedom, and make investments in people. MCC provides large grants to a small number of eligible developing countries.

MCC looks at likely distributive effects of projects and, to the extent that data are available to perform such analyses, identifies their beneficiaries and estimates their impact on poverty reduction. Ultimately, MCC seeks significant and measurable decreases in the numbers of poor people and significant reductions of poverty. In addition, MCC-funded projects need to be implemented within a Compact period of five years. Further details on the MCC and its methodology may be viewed at <http://www.mcc.gov>.

C.2 BACKGROUND

The MCC Board of Directors initially declared the Republic of Niger eligible to develop a compact in December 2012 and renewed that eligibility in December 2013 and December 2014. Compact development is a five-step process that includes: 1. Analysis, 2. Project Definition, 3. Project Development and Appraisal, 4. Compact Negotiation and Signing, and 5. Preparation for Entry into Force. It is expected that the Compact Investment Memo will be presented to the MCC Investment Management Committee (IMC) in March 2015, with MCC Board approval in June 2015 and Compact signing in August 2015.

The Government of Niger has established a **Coordination Unit for Millennium Challenge Programs**² (UC-PMC or Core Team), attached to the Presidency, to develop its compact proposal and manage preparatory studies until the formal MCA-Niger is established following Compact signing.

Authorization was provided for the early release of 609(g)³ funds to support preparatory activities for the development of proposed concept papers. To this end, MCC and the Government of Niger executed a Grant and Implementation Agreement governing the use of these funds on February 4, 2015.

C.3 SCOPE

MCC has a requirement for a firm with capabilities in geospatial data collection, photogrammetry and LiDAR technologies to generate elevations, ortho-rectified images and digital terrain modeling (DTM) to generate topographic and base Maps for purposes of planning irrigation development and road rehabilitation in the Dosso-Gaya Zone of the Republic of Niger. The

¹ The Millennium Challenge Act of 2003

² *L'Unité de Coordination des Programmes du Millennium Challenge (UC-PMC)*

³ Article 609(g) ASSISTANCE FOR DEVELOPMENT OF COMPACT of the Millennium Challenge Act of 2003, as amended, allows the CEO of MCC to "enter into contracts or make grants to any eligible country for the purpose of facilitating the development and implementation of the Compact between the United States and the country."

contractor shall work under the overall supervision of the MCC, with day-to-day coordination in-country with the UC-PMC, in accordance with Annex 1 of this SOW.

The services consist of generating: (i) LIDAR-based land data; (ii) a digital terrain model (DTM); (iii) topographic contours; and (iii) ortho-images of a zone situated along the Niger River, as shown in Figure 1 and covering an area of approximately 50,000 hectares. This information shall be provided for three sectors:

- Dosso-Gaya Irrigation Sector (Figure 1);
- Rural Road and RN 7 road Sector (Figure 2); and
- National Road(RN)35 Sector (Figure 3).

C.4 OUTPUT SPECIFICATIONS (Tasks)

C.4.1. Dosso-Gaya Irrigation Sector:

- C.4.1.1. The LiDAR readings shall encompass the entire riverine area **as shown in Figure 1**;
- C.4.1.2. The pixel resolution of the ortho-images shall be 20 centimeters;
- C.4.1.3. The density of the LiDAR points shall be 1 point every 1.5 centimeters;
- C.4.1.4. The horizontal precision relative to the DTM shall be at least 30 centimeters;
- C.4.1.5. The altimetric precision shall be 10 centimeter
- C.4.1.6. The topographic contours shall be a 25 centimeter intervals;
- C.4.1.7. The topographic contours shall be smoothed;
- C.4.1.8. The ortho rectified images shall be provided in formats ECS and TFF;
- C.4.1.9. The LiDAR data shall be provided in format ASCII and LAS;
- C.4.1.10. The LIDAR survey will be classified according to the standard categories (ie ground points, depending on the height vegetation , buildings, structures , water);
- C.4.1.11. A Grid points lightened version: Seedlings will be lightened points made from the ground point pattern. Point pattern lightened for hydraulic modeling is to reduce the computation time of the hydraulic model. Low density of points in flat areas, and high density in hilly areas and around the nick lines;
- C.4.1.12. Each deliverable will be delivered with their associated metadata according to ISO 19115 standards;
- C.4.1.13. The topographic contours shall be provided in AUTOCAD, DWG, 3D and in Esri Shapefile; and
- C.4.1.14. All deliverables shall be in the coordinate system UTM zone 31 WGS84.

C.4.2. Rural Access Road Sector:

- C.4.2.1. The LiDAR readings shall encompass the area related to the 37 km rural road from Birni Tomba at the Dosso-
- C.4.2.2. Gaya Road (RN7) through Sambare to RN35, **as shown in Figure 2**;
- C.4.2.3. The zone encompasses an area of about 740 hectares and about 40 km long;
- C.4.2.4. The LiDAR readings should encompass the entire road with a minimal coverage of 100 meters on either side of the alignment, as well as villages crossed by the road;
- C.4.2.5. The pixel resolution of the ortho rectified images shall be 20 centimeters;
- C.4.2.6. The density of the LiDAR points shall be 1 point every 1.5 centimeters;
- C.4.2.7. The horizontal precision relative to the DTM shall be at least 10 centimeters;
- C.4.2.8. The altimetric precision shall be 10 centimeters;
- C.4.2.9. The topographic contours shall be a 25 centimeter intervals;
- C.4.2.10. The topographic contours shall be smoothed;
- C.4.2.11. The ortho-images shall be provided in formats ECW and TIFF;
- C.4.2.12. The LIDAR data shall be provided in format ASCII and LAS;
- C.4.2.13. The LIDAR survey will be classified according to the standard categories (ie ground points, depending on the height vegetation , buildings, structures , water);
- C.4.2.14. Each deliverable will be delivered with their associated metadata according to ISO 19115 standards;
- C.4.2.15. The topographic contours shall be provided in AUTOCAD, DWG, 3D and in Esri Shapefile; and.
- C.4.2.16. All deliverables shall be in the coordinate system UTM zone 31 WGS84.

C.4.3. RN7 Road Sector:

- C.4.3.1. The LiDAR readings shall encompass the area related to the 82.5 km on RN7 road from Dosso at the Dosso-Gaya Road (RN7) to Bella Il , **as shown in Figure 2**;
- C.4.3.2. The zone encompasses an area of about 2 240 hectares and about 82.5 km long;

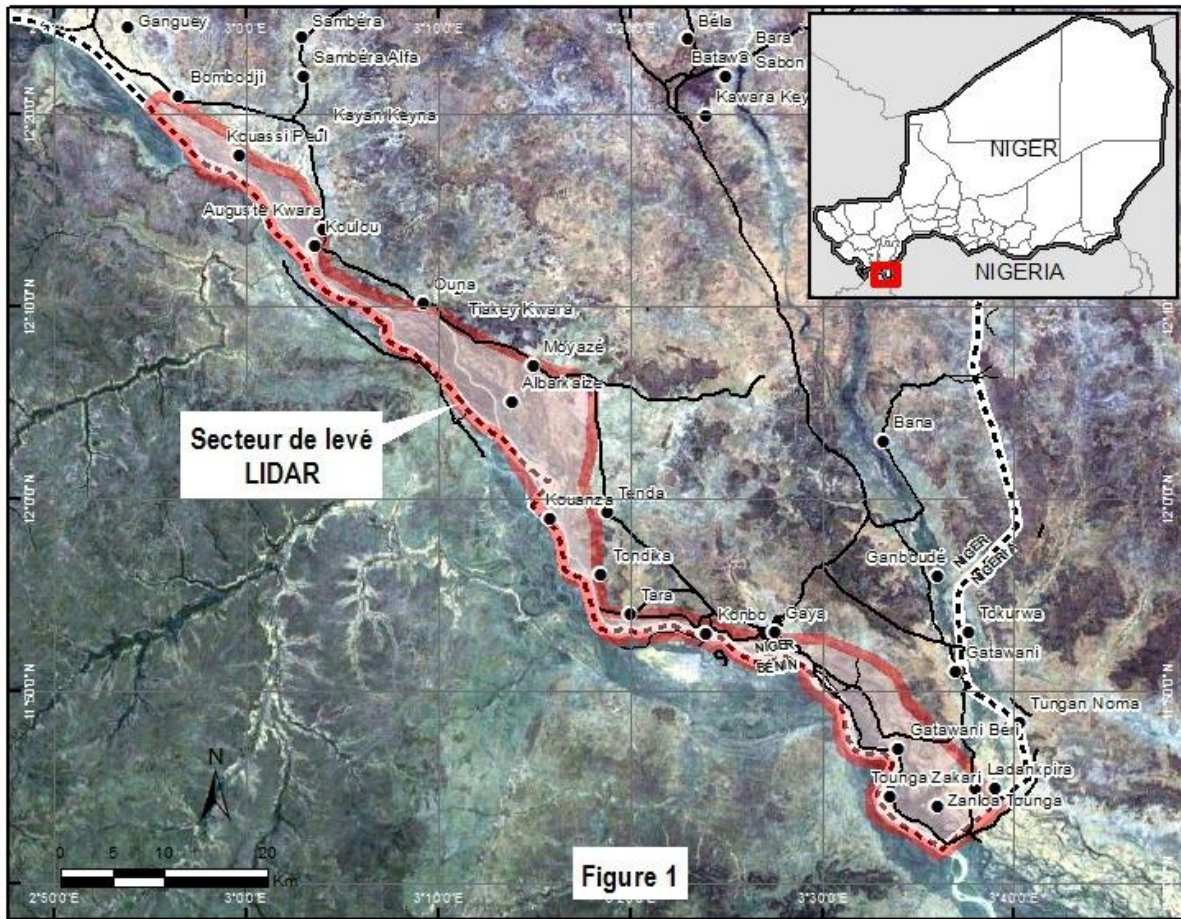
- C.4.3.3. The LiDAR readings should encompass the entire road with a minimal coverage of 100 meters on either side of the alignment, as well as villages crossed by the road;
- C.4.3.4. The pixel resolution of the ortho rectified images shall be 20 centimeters;
- C.4.3.5. The density of the LiDAR points shall be 1 point every 1.5 centimeters;
- C.4.3.6. The horizontal precision relative to the DTM shall be at least 10 centimeters;
- C.4.3.7. The altimetric precision shall be 10 centimeters;
- C.4.3.8. The topographic contours shall be a 25 centimeter intervals;
- C.4.3.9. The topographic contours shall be smoothed;
- C.4.3.10. The ortho-images shall be provided in formats ECW and TIFF;
- C.4.3.11. The LIDAR data shall be provided in format ASCII and LAS;
- C.4.3.12. The LIDAR survey will be classified according to the standard categories (ie ground points, depending on the height vegetation, buildings, structures , water);
- C.4.3.13. Each deliverable will be delivered with their associated metadata according to ISO 19115 standards;
- C.4.3.14. The topographic contours shall be provided in AUTOCAD, DWG, 3D and in Esri Shapefile; and
- C.4.3.15. All deliverables shall be in the coordinate system UTM zone 31 WGS84.

C.4.4. RN 35 Sector:

- C.4.4.1. The LiDAR readings shall encompass the **RN35 Margou – Gaya (178 km) road, as shown in Figure 3;**
- C.4.4.2. The zone encompasses an area of about 3 570 hectares and about 178 km long;
- C.4.4.3. The LiDAR readings should encompass the entire road with a minimal coverage of 100 meters on either side of the alignment, as well as villages crossed by the road;
- C.4.4.4. The pixel resolution of the ortho rectified images shall be 20 centimeters;
- C.4.4.5. The density of the LiDAR points shall be 1 point every 1.5 centimeters;
- C.4.4.6. The horizontal precision relative to the DTM shall be at least 10 centimeters;
- C.4.4.8. The topographic contours shall be a 25 centimeter intervals;
- C.4.4.9. The topographic contours shall be smoothed;
- C.4.4.10. The ortho-images shall be provided in formats ECW and TIFF;
- C.4.4.11. The LIDAR data shall be provided in format ASCII and LAS;
- C.4.4.12. The LIDAR survey will be classified according to the standard categories (ie ground points, depending on the height vegetation , buildings, structures , water);
- C.4.4.13. Each deliverable will be delivered with their associated metadata according to ISO 19115 standards;
- C.4.4.14. The topographic contours shall be provided in AUTOCAD, DWG, 3D and in Esri Shapefile; and
- C.4.4.15. All deliverables shall be in the coordinate system UTM zone 31 WGS84.

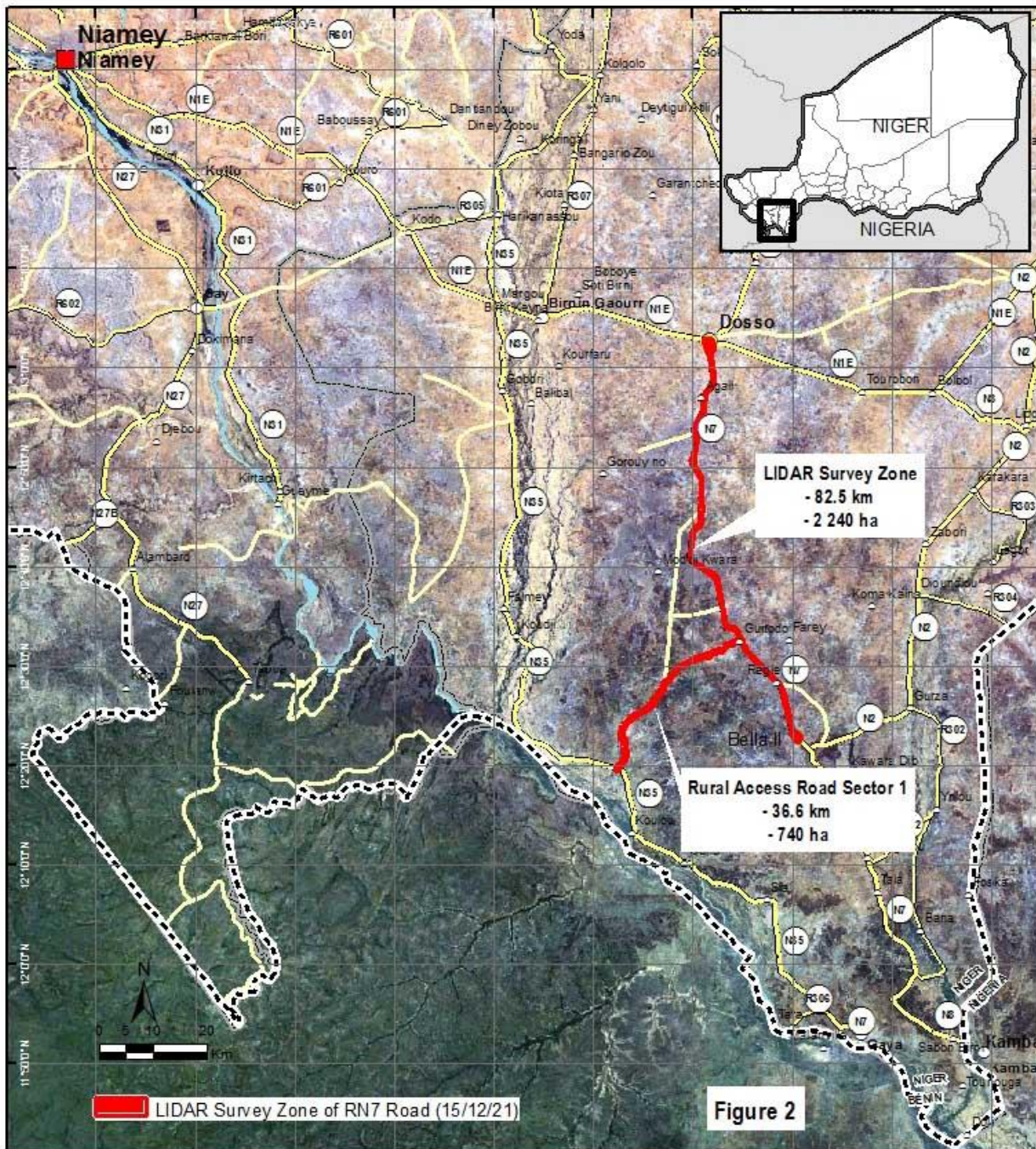
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Figure 1



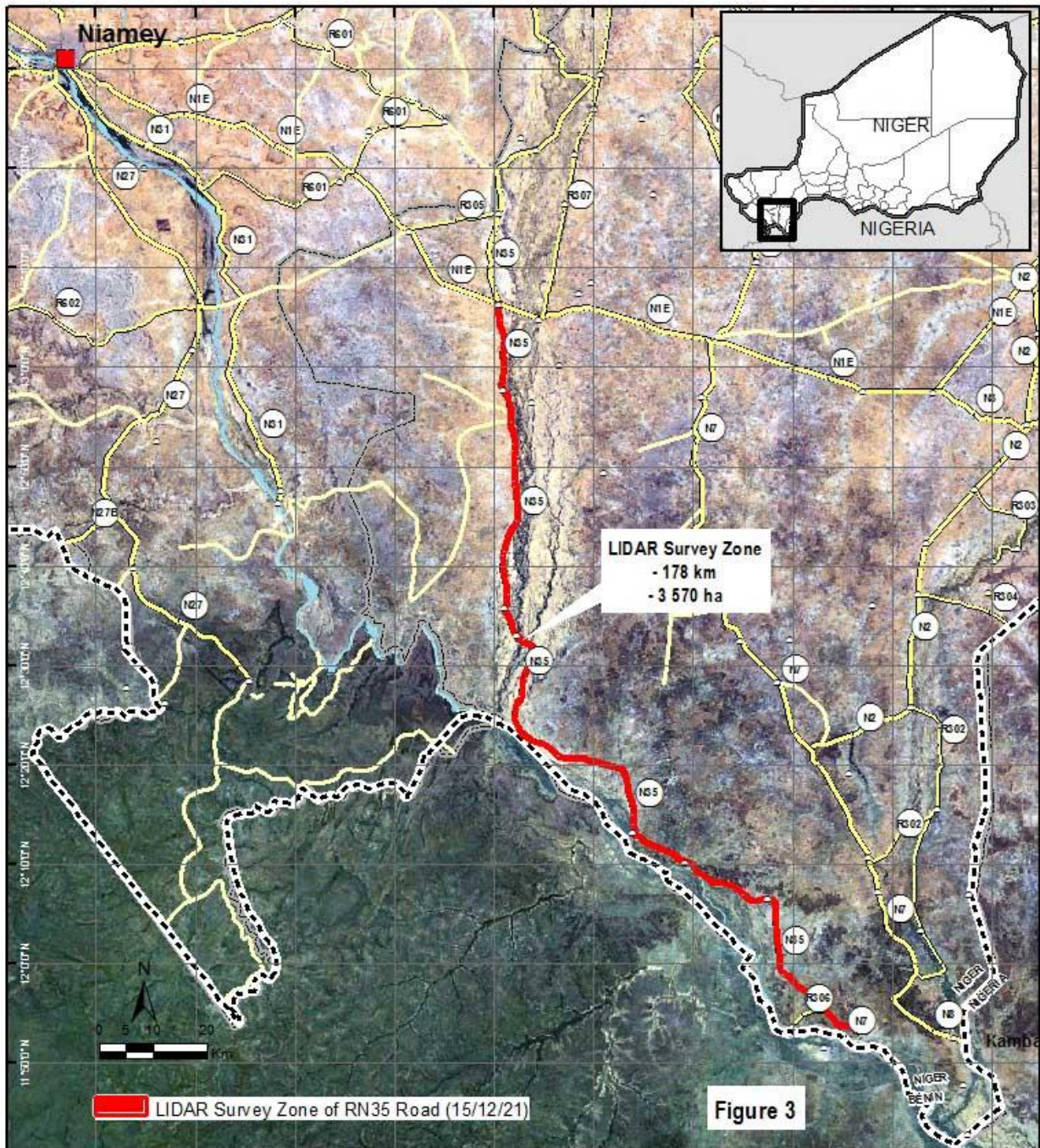
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Figure 2



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Figure 3



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C.5 Conflict of Interest

The firm would be precluded from bidding on work and services (design, assessment, construction and supervision) to be procured by the local MCA accountable entity or using funds advanced under a Compact in the relevant country, unless the consultant submits a mitigation plan sufficient to ameliorate any conflict of interest pursuant to the rules applicable to the procurement process.

C.6 Timing and Reporting

All formal communication with MCC, including reports, will be submitted to the Contracting Officer Representative (COR). The COR for this requirement will be identified via separate correspondence.

The COR will have technical responsibility for monitoring the performance. The COR will review and evaluate the contract's performance, and also will coordinate any communications with relevant counterparts and other donor agencies and organizations.

Any change in the terms of the contract must be made in writing and approved by the Contracting Officer. No representation of the COR shall serve as a basis for an alteration in the general scope of this contract or of the terms and conditions of the contract unless confirmed in writing by the Contracting Officer. The contractor must communicate with the Contracting Officer on all matters that pertain to the contract terms. Proceeding with the work without proper contractual coverage could result in nonpayment for that work.

(End of Section C)

SECTION D - PACKAGING AND MARKING

D.1 PRESERVATION, PACKING, AND MARKING

Preservation, packaging, and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label. In addition, each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable item number or reporting requirement that requires the delivered item(s) and indicates whether the contractor considers the delivered item(s) to be partial or full satisfaction of the requirement. These documents shall be submitted to the Contracting Officer Representative (COR) or the Project Monitor (PM) as required.

(End of Section D)

SECTION E – INSPECTION AND ACCEPTANCE

E. INSPECTION AND ACCEPTANCE

E.1 Incorporated by Reference: FAR 52.212-4(a) Inspection and Acceptance.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The place of performance is expected to be within Niger.

F.2 DELIVERABLES

All reports and deliverables shall be submitted in electronic format and in hardcopy. Deliverables will be considered “draft” upon initial receipt.

Deliverable Schedule is as follows:

<u>Deliverables</u>	<u>Timing (weeks)</u>
Contractor Mobilization	Within 1 Week of Award
Deliverable 1 – Mobilization Report	1 Week after Mobilization
Deliverable 2 - Control points on field & DTM and classified LIDAR points cloud	3 Weeks after Mobilization Report is Submitted and Accepted
Deliverable 3 - Ortho rectified images and 25cm contour lines	4 weeks after Mobilization Report

F.3 REPORTING REQUIREMENTS

All such reports are to be submitted in English, in three (3) hard copies, and an electronic copy using WINDOWS based MS-Office 2007 or later products including WORD for text, data tables in EXCEL, appropriate MS-Office 2003 or later programs for exhibits, and schedules using MS-Project. Original drawing files should be submitted in AUTOCAD 2002 (or later), and also in PDF printable version. Digital photo files should be submitted in JPG format. GIS data should be submitted both in ArcView files, and PDF printable files. Presentations should be prepared with PowerPoint. All work files shall be submitted to MCC along with PDF files.

The Contractor shall establish and maintain a comprehensive reference index of all relevant documents reviewed by the Contractor. Any and all such documents made available and collected by the Contractor, will be compiled in usable form and delivered in an organized fashion to MCC at the end of the contract.

F.4 ACCEPTANCE CRITERIA

Deliverables will be evaluated according to the following criteria:

- Thoroughness and timeliness in complying with all of the elements in the tasks specified.
- Quality and clarity of analyses and work produced.
- Timeliness and efficacy of communications with the Core Team and relevant counterparts at MCC.

All reports are to be submitted in English in hard and electronic copy (in MS Word), with tables, data and calculations in MS Excel.

SECTION G- RESERVED

(End of Section G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

H.2 ALTERNATE DISPUTE RESOLUTION

Alternate Dispute Resolution (ADR) procedures increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. These procedures may be used at any time that the Contracting Officer has authority to resolve the issue in controversy. If the Contractor submits a claim, ADR procedures may be applied to all or part of the claim. The Contractor must certify its claim in accordance with FAR 33.207. When ADR procedures are used after the issuance of a Contracting Officer's final decision, the time limitations or procedural requirements for filing an appeal

of the Contracting Officer's final decision are not altered.

H.3 MCC NON-PERSONAL SERVICES

a. The Government and the Contractor understand and agree that the services delivered by the Contractor to the Government are non-personal services. The parties also recognize and agree that no employer-employee exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees are not employees of the Federal Government and are not eligible for entitlement and benefits given federal employees.

b. Contractor personnel under this contract shall not:

(1) Be placed in a position where there is an appearance that they are employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer.

(2) Be placed in a position of command, supervision, administration or control over Government personnel.

(End of clause)

H.4 MCC ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Title to all sources of data, documents, software, and materials paid for and/or delivered, and all other items pertaining to the work and services to be performed under task orders pursuant to this contract, including any copyright shall become the property of the Government and remain with the government upon completion. The government shall have the full unlimited rights to use each of these for its purposes without compensation or approval on the part of the contractor. The government shall have access to and the right to reproduce of the above mentioned items. Any proprietary and/or limited/restrictive rights data provided as an end product or component of an end item delivered under this contract shall be properly indicated as such in contract and task order proposals, in accordance with FAR 52.227-15, and shall be so marked upon delivery to the Government. Data, documents, and software delivered without marking shall be considered as delivered with unlimited data rights. The Contractor shall not mark data, documents, and software with limited/restrictive data rights unless it was developed at private expense.

(End of clause)

H.5 MCC GOVERNMENT FURNISHED FACILITIES

All facilities, equipment, and materials supplied by the Government for on-site operations will be furnished in an "as-is" condition.

(End of clause)

H.6 MCC TECHNICAL DIRECTION

(a) Performance of the work under this purchase order is subject to the written technical direction of the Contracting Officer Representative (COR), and any Government Project Monitors, (PM), who shall be specifically appointed, and responsibilities identified, by the Contracting Officer in writing in accordance with MCC policy. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract, and any resulting Task Order.

(b) The COR/Government PM does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract/Task Order cost, the fixed fee (if any), or the time required for contract/Task Order performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract/Task Order; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract/Task Order.

(c) Technical direction may be oral or in writing; however, the COR or government PM shall confirm oral

direction in writing within five workdays.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR or PM in the manner prescribed by this clause and within the COR's/PM's authority. If, in the Contractor's opinion, any instruction or direction by the COR/PM falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 workdays after receiving it (either orally or in writing, whichever comes first) and shall request the Contracting

(e) Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract/Task Order modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract/Task Order and does not constitute a change under the changes clause of the contract/Task Order, and that the Contractor should proceed promptly with its performance.

(f)) A failure of the contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract/Task Order and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(g) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR/PM shall be at the Contractor's risk.

(End of provision)

H.7 MCC 52.203-70 CONTRACTOR NON-DISCLOSURE AGREEMENT (JULY 2012)

All contractor employees or independent contractors engaged in this purchase order shall provide a non-disclosure agreement as follows signed by the individual contractor/consultant and, if a contractor employee, by the contractor's contract administrator:

NON-DISCLOSURE AGREEMENT

I, _(contractor employee's name) do solemnly swear (or affirm) that I will not divulge any information, whether obtained orally or in writing from, or data maintained by (Confidential Information) the Millennium Challenge Corporation (MCC) to any unauthorized person for any purpose. I will not directly or indirectly use, or allow the use of Confidential Information for any other purpose other than that directly associated with my officially assigned duties for MCC.

Further, I will not directly or indirectly reveal or cause to be revealed the nature or content of any (Confidential Information), except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and this Agreement.

Company or Subcontractor

Understand that authorized persons refer only to persons assigned to a project requiring access to Confidential Information or directly in the line of management over the project requiring access to the data.

[signatory]

Contract Administrator

Date

(End of clause)

H.8 MCC 52.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (July 2012)

Work under this contract may call for the Contractor to furnish important services in support of the design or feasibility of specific activities that may become part of a Millennium Challenge Corporation (MCC) Compact. In accordance with the principles of FAR Subpart 9.5, THE CONTRACTOR MAY BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE; THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT. If a determination is made that the contractor is ineligible for implementation services, the MCC Managing Director of Contracts and Grants Management may authorize a waiver (in accordance with FAR 9.503) if the Director determines that preclusion of the Contractor from the implementation contract would not be in the Government's best interest.

(End of clause)

H.9 MCC 52.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND/OR PROJECT MONITOR (PM) (JULY 2012)

(a) The Contracting Officer may designate a Government representative to act as the Contracting Officer's Representative (COR) or Project Monitor (PM) to perform functions under the contract such as review and/or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the COR and/or PM and the Contractor. The designation letters will set forth the authorities and limitations of the COR and/or PM under the contract.

(b) Modifications to this contract are effective only if reduced to writing and executed by the Contracting Officer. The Contractor is specifically prohibited from performing any work that is outside the scope of this contract without the approval of the Contracting Officer. The Contracting Officer cannot authorize the COR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

(End of clause)

H.10 MCC U.S. LANGUAGE AND U.S. CURRENCY

Unless specified in the Purchase Order, all deliverables/documents, and proposal submissions, shall be provided to the Government in the English language. In addition, all cost or pricing and invoicing information provided under this contract, including task orders, shall be in U.S. Dollars. It is incumbent on the contractor to ensure translation, and currency conversion, have transpired effectively.

(End of clause)

H.11 MCC 52.232-70 INVOICE INSTRUCTIONS (MAY 2013)

Invoices shall be paid in accordance with the Prompt Payment Act, thirty days (30) following receipt of a proper invoice. The Contractor shall submit each invoice electronically via email or fax to the following:

Fax: 303.969.5151/7281 ATTN: MCC Payments, or

Email: MCC_Accounting_ibcdenver@ibc.doi.gov, or

As an alternative to electronic submission of invoices, one copy of each invoice may be submitted to the following address:

Interior Business Center

M/S D-2773

7301 West Mansfield Avenue

Lakewood, CO 80235-2230

If it is determined that the amount billed is incorrect, the invoice may be revised by the Government, or the contractor may be required to submit a revised invoice.

To constitute a proper invoice, each invoice must include the following information and/or attached documentation:

(1) Name, address and telephone of the Contractor

- (2) Date of invoice and invoice number
 (3) Contract number (including task order or call number and contract line item(s)) also modification number, if applicable
 (4) Description (quantity, unit of measure, unit price, and extended price) of the supplies/services rendered (including hours incurred and billing rate, as applicable to the contract)
 (5) A schedule depicting the following information:

Amount Invoiced This Period	Cumulative Amount Invoiced	Authorized Value of Contract	Balance Remaining on Contract

If the contractor is billing for costs incurred over more than a single month, the costs for each month in which the costs were incurred and shall be segregated into the month they were actually incurred.

(6) Name of Contracting Officer's Representative (COR); and

(7) Signature of authorized representative of the firm with the following invoice certification:

"The undersigned hereby certifies to the best of my knowledge and belief that: the sum claimed under this contract is proper and due, and all the costs of contract performance have been paid, or to the extent allowed under the applicable payment clause, will be paid by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and amounts involved are consistent with the requirements of this Contract.

BY: _____

TITLE: _____

DATE: _____

Inquiries regarding the status of invoices may be directed to NBC Accounting. The email address is: MCC_Accounting_ibcdenver@ibc.doi.gov.

(End of clause)

(End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(41 U.S.C. 3509).

- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☐ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- ☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (NOV 2011) of 52.219-3.
- ☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (JAN 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (OCT 2014) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- ☐ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- ☐ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ☒ (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- ☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- ☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☐ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-13.
- ☐ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-14.
- ☐ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ☐ (ii) Alternate I (JUN 2014) of 52.223-16.
- ☒ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (41) 52.225-1, Buy American—Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ☐ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.
- ☐ (ii) Alternate I (MAY 2014) of 52.225-3.
- ☐ (iii) Alternate II (MAY 2014) of 52.225-3.
- ☐ (iv) Alternate III (MAY 2014) of 52.225-3.
- ☐ (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ☐ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ☐ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☐ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ☒ (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ☐ (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- ☐ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ☐ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
[] (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
[] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

[] (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(xi)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (3) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

***Please note:** The Government shall evaluate offers for award purposes by adding the total price for all options, including options under FAR clause 52.217-8, Option to Extend Services, to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Reserved

(End of Section J)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (DEC 2012)

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.212-4 (v)	INCORPORATION BY REFERENCE	DEC 2014

(End of Section K)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 ELIGIBILITY REQUIREMENTS:

Please Note: This Request for Quote (RFQ) is issued in accordance FAR Parts 12 & 13. **All Quoters are required to have an active SAM registration prior to submission of quotes.**

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>FAR</u> <u>Number</u>	<u>Title</u>	<u>Date</u>
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

L.2 GENERAL INFORMATION REQUIRED TO PREPARE QUOTE

L.2.1. Format

A complete proposal consists of two (2) separate sections: Section 1: Technical and Section 2: Price. Offerors are required to submit one (1) email copy only.

L.2.2. Electronic Copy Submission

All proposals shall be submitted as outlined below in respect to page limitation:

- Technical (Volume I) shall be no more than **20 pages**.
- Pricing (Volume II) does not have a page limitation.

a. The electronic versions of spreadsheets shall be in Excel 2010 (.xls or .xlsx) format. The electronic spreadsheets shall not be compiled or password protected. All cells and formulas shall be visible, and unprotected. Quoters shall not establish links within these files.

b. All quote data (e.g., graphs, figures, tables) shall be in a format capable of being highlighted, copied, and pasted into another application using any standard Windows software. Offerors shall NOT

submit any documents in PDF that are copied as images. Offerors may use JPEG images for charts or screen shots.

L.2.3 Cover Section: Offeror shall submit a one page cover section. This shall include company points of contact for technical and pricing related questions, acknowledgement of all amendments, and a statement specifying their agreement with all terms, conditions, and provisions included in the solicitation.

L.2.4 Volume I Technical:

Factor A. Firms Professional Qualification, Sector Experience and Staff Expertise:

SubFactor 1: Methodology and Approach

- Offerors should demonstrate their understanding of the SOW; and
- Offerors should clearly explain how team resources and appropriate equipment will be mobilized, organized and managed to produce quality results in the required time frame.

SubFactor 2: Technical Competence and Professional Qualifications

- Offerors should provide information on firm's competence and in-house resources in the areas suggested by the SOW; and
- Firms may subcontract and/or associate to enhance their qualifications.

SubFactor 3: Specialized Experience and Knowledge of Location

- Offerors should demonstrate particular knowledge and experience in applying LiDAR technology and production of ortho-photos;

Offerors should, through projects of a similar size and complexity to the SOW in Niger and/or countries of the same region; and

- The information should clearly summarize the nature of the services offered and the types of tasks performed.

SubFactor 4: Capacity to Mobilize Required Equipment and Team and Accomplish Work in the Required Time

- Offerors should note capacity to mobilize the appropriate equipment and team according to an agreed work plan, as well as on an ad hoc basis, to accomplish the work in the required time, citing previous contracting experiences.

FACTOR B. Management

- Offerors shall demonstrate consistent and sound management approach for high quality support;

FACTOR C. Past Performance

- Offerors have completed work assignments during the last five years similar in nature, or directly related to, the technical requirements of the Statement of Work; and
- Offerors demonstrate the capacity to accomplish the objectives of the assignment in the required time frame by citing previous experience conducting, or overseeing similar projects in developing countries, particularly in Niger and Francophone Africa.

L.2.5 Volume II Price

FACTOR D. The Government will examine price quotes for reasonableness and completeness.

Please submit the completed and signed SF 1449 with the Proposal.

L.3 POINT OF CONTACT

The Contract Specialist is the point of contact for this acquisition. Address any and all questions or concerns in writing to the Contract Specialist.

Millennium Challenge Corporation
Attn: Marilyn Williams
1099 Fourteenth Street, N.W.
Washington, D.C. 20005

Phone: (202) 772-6457
[Email: williamsm@mcc.gov](mailto:williamsm@mcc.gov)

L.4 DISCREPANCIES

If an Offeror believes that the requirements in these instructions contain an error or omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussions.

L.5 PROPRIETARY INFORMATION

Information deemed by the Offeror to be proprietary shall be clearly marked as proprietary information and, where possible, shall be separated and provided in separate sealed envelopes for each technical proposal. Proposals submitted in response to this solicitation will not be returned. The Government will destroy any extra copies under proper security procedures.

L.6 PROPOSAL SUBMISSION AND DUE DATE

One (1) electronic version of all data shall be submitted electronically in separate files reflecting technical and pricing to Marilyn F. Williams, Senior Contract Specialist at williamsm@mcc.gov and/or Jose A. Jimenez, Contracting Officer at jimenezja@mcc.gov with the Subject Line: MCC-16-RFQ-0058 **Infra Water LiDAR**. The Government does not take responsibility for the successful delivery of any electronically submitted proposal. The Government shall send an acknowledgement of receipt, if requested at time of submission.

This proposal shall be emailed to MCC via Ms. Williams no later than **Wednesday, February 10, 2016 by 2:00 PM EST** unless an amendment is issued changing the submittal information.

Please note that if the proposal PDF file exceeds 10 MB in size it can be separated into no more than two (2) PDF files including: (a) Proposal Body file; and (b) Resumes of Key Personnel and job category file. Joint Ventures must clearly identify their intention to form a legal joint venture partnership, but are not required to provide documentation of legal agreements until contract award.

The original SF1449 may be used, or the most current version of the SF1449 must be used and may also be obtained from the Government Printing Office or from the following website: <http://www.gsa.gov/>. Offerors shall submit the SF1449 written in English using Font Size: 10 to 12 with each page numbered consecutively.

The SF1449 must contain Part I and Part II complete and current. Firms **may be** rejected for submitting incomplete SF 1449s, or for incorrect or missing elements.

L.7 QUESTIONS RESULTING FROM THE RELEASE OF THE RFQ

Please submit all questions regarding this Combined Synopsis/Solicitation no later than **Tuesday, February 2, 2016 by 2:00 PM EST**. All questions shall be submitted in writing (email). Questions must be sent to Marilyn F. Williams, Contract Specialist via e-mail at williamsm@mcc.gov and/or Jose A. Jimenez, Contracting Officer at jimenezja@mcc.gov. The SUBJECT line must read: Questions for **Infra Water LiDA**. Responses/information/comments will be posted to FedBizOps as amendments to the original Combined Synopsis/Solicitation. Issuance of this solicitation notice does not constitute an award commitment on behalf of the U.S. Government (USG). The USG reserves the right to reject any and all offers received.

L.8 ORGANIZATIONAL OR CONSULTANT CONFLICTS OF INTEREST

The Offeror's attention is directed to FAR part 9.5, as well as the Section H clauses entitled "ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST PRECLUSION FROM IMPLEMENTATION CONTRACT and ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES."

The nature of potential conflicts of interest and the nature of the restraint upon future contractor activities are set forth in the above clauses. The terms set forth in the above clauses are not negotiable. Exceptions taken by the Offeror may render the Offeror's proposal non-responsive and unacceptable.

(End of provision)

L.9 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Contract.

(End of Provision)

L.10 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:
Millennium Challenge Corporation
CGM: Suite 700
1099 Fourteenth Street, NW
Washington DC 20005

Mailing Address:
Millennium Challenge Corporation
CGM
1099 Fourteenth Street, NW
Washington DC 20005

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Section L)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

The Government intends to make multiple awards to the responsible Offerors whose proposals constitutes the most advantageous approach to MCC. The Government thus reserves the right to award on a best value determination with regard to the evaluation factors listed below.

M.2 EVALUATION PROCESS AND FACTORS

M.2.1 The following evaluation factors will be used for award. These factors are ranked in descending order of importance. The evaluation shall be predicated on the adjectival rating system. The definition of each rating category is defined below.

Evaluation Factors.

M.2.1.1 Evaluation Factor A. Firm's Professional Qualifications, Sector Experience, and Staff Expertise

The evaluation will consist of assessing the Offeror's technical approach to accomplish the requirements described in the SOW. The contractor shall minimally demonstrate industry standard qualifications, experience, and expertise in order to successfully complete the Statement of Work. The Government will evaluate the Offeror's capacity to meet the requirements of the contract.

The following SubFactors to Evaluation Factor A shall be evaluated based upon:

SubFactor 1: Methodology and Approach

- Demonstrated understanding of the SOW; and
- How team resources and appropriate equipment will be mobilized, organized and managed to produce quality results in the required time frame.

SubFactor 2: Technical Competence and Professional Qualifications

- To provide information on firm's competence and in-house resources in the areas suggested by the SOW; and
- Allow for subcontract and/or associate to enhance their qualifications.

SubFactor 3: Specialized Experience and Knowledge of Location

- Demonstrate particular knowledge and experience in applying LiDAR technology and production of ortho-photos;
- Offerors should, through projects of a similar size and complexity to the SOW in Niger and/or countries of the same region; and
- Ensure information is clearly summarize the nature of the services offered and the types of tasks performed.

SubFactor 4: Capacity to Mobilize Required Equipment and Team and Accomplish Work in the Required Time

- Capacity to mobilize the appropriate equipment and team according to an agreed work plan, as well as on an ad hoc basis, to accomplish the work in the required time, citing previous contracting experiences.

M.2.1.2 Evaluation Factor B. Management

The evaluation will consist of assessing the proposed approach for delivering high quality support services as defined in the SOW.

M.2.1.3 Evaluation Factor C Past Performance

The Offeror's past performance will be evaluated based on one or more sources of information including, but not limited to, past performance questionnaires, project descriptions, past performance information contained in various government databases and other sources. The Government reserves the right to obtain and utilize information obtained by the Government from sources other than those identified by the Offeror. The evaluation will consider the extent of the Offeror's ability to meet project quality, performance, schedule, customer satisfaction, and will consider noted concerns or areas for improvement.

Other Sources. The Government reserves the right to contact and verify past performance information with references provided on the Past Performance Questionnaires, and to use any other past performance information available on the firm. Additional past performance data may be obtained through the Past Performance Information Retrieval System (PIPRS), the Contractor Performance Assessment Reporting System (CPARS) or

similar systems, other Government departments and agencies, program managers, contracting officers, and other sources known to the Government (including commercial sources). Offerors will be given the opportunity to address any negative performance information resulting from the past performance assessment inquiries.

M.2.1.4. Factor 4 – Price

While price will not be assigned a rating during the evaluation, it is a criterion in the overall evaluation of proposals. The prices will be evaluated to determine whether it is reasonable for the conduct of the contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the offeror’s quotation. Price must be considered fair and reasonable for the technical approach presented.

M.3. AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award without discussions with Offerors. Therefore, the Offeror's initial proposal should contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

M.4. EVALUATION METHODOLOGY

The Government will use the following adjectives to evaluate Offerors’ technical proposals for the FFP Contract

. The adjectives will be used in assessing the technical criteria and sub-criteria set forth above:

Rating	Definition
OUTSTANDING	The proposal exceeds the fullest expectations of the Government. The Offeror has convincingly demonstrated that the evaluation requirements have been analyzed, evaluated, and its proposal should result in outstanding, effective, efficient, and economical performance under the order / contract. An assigned rating of “outstanding” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates an “outstanding” understanding of the factor, contains essentially no weaknesses, and exceeds the fullest expectations of the Government
EXCELLENT	The proposal demonstrates a level of effort that fully meets the statement of work (SOW) requirements and could produce results which should prove to be substantially beneficial to the project, containing essentially no weaknesses. Fulfilling the definition of “excellent” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a level of effort that fully meets or exceeds the Evaluation’s requirements in a way that should prove to be substantially beneficial to the project.
SATISFACTORY	The proposal meets the requirements. The proposal may contain weaknesses and/or significant weaknesses that are correctable but no deficiencies. An assigned rating of “satisfactory” indicates that, in terms of the specific factor (or subfactor), the proposal demonstrates a “satisfactory” understanding of the factor. If any weaknesses and/or significant weaknesses are noted, they should not seriously affect the Offeror’s performance

MARGINAL	The proposal demonstrates a shallow understanding of the requirements and approach and marginally meets the minimum evaluation standard. The proposal contains weaknesses and/or significant weaknesses and may contain deficiencies. A rating of “marginal” indicates that, in terms of the specific factor (or subfactor), the proposal marginally meets the standard for minimal but acceptable performance. The Offeror may complete the assigned tasks; however, there is at least a moderate risk that the Offeror will not be successful.
UNSATISFACTORY	The proposal fails to meet a minimum requirement or contains a major deficiency or major deficiencies. The proposal is incomplete, vague, incompatible, incomprehensible, or so incorrect as to be unsatisfactory. The evaluator feels that the deficiency or deficiencies is/are uncorrectable without a major revision of the proposal. The assignment of a rating of “unsatisfactory” indicates that in terms of the specific factor (or subfactor) the proposal fails to meet performance or capability standards. The specific factor to be evaluated contains deficiencies.

Mere restatement of the requirements, or, should the proposal contain statements from the Offeror that the proposal is compliant with the RFQ without containing a description of the approaches, techniques, solutions, and/or processes proposed to satisfy the technical requirements, will be grounds for the Government to assign a very low score for those criteria, or if the proposal would be so non-compliant and vague as to require a major revision, it could be eliminated from the competition without further evaluation. Generally speaking, "generic" information may score lower than information "well-tailored" to the MCC environment.

Any proposal receiving a “Marginal” or below rating shall not be considered for Award.

Responding firms may be invited to make oral presentations in support of their proposal. Successful firms are advised that they would not be eligible for award of a contract (funded by a MCA out of the proceeds of a Compact) to implement a specific project for which they provided development, assessment, evaluation or monitoring services to MCC or the eligible country hereunder.

Past Performance Risk Assessment Rating

Rating	Definition
Low Risk	Based on the Offeror’s performance record, essentially no doubt exists that the Offeror can successfully perform the required effort.
Moderate Risk	Based on the Offeror’s performance record, some doubt exists that the Offeror can successfully perform the required effort.
High Risk	Based on the Offeror’s performance record, significant doubt exists that the Offeror can successfully perform the required effort.
Unknown Risk	No relevant performance record is identifiable upon which to base a meaningful performance risk prediction. A search was unable to identify any relevant past performance information for the Offeror or key team members/subcontractors or their key personnel. This is neither a negative or positive assessment.

If a selection will be made without conducting discussions/negotiations, an Offeror shall be given the opportunity to clarify the relevance of an Offeror’s past performance information and *adverse past performance information to which the Offeror has not previously had an opportunity to respond*. If the adverse past performance information, to which the Offeror has had no opportunity to respond, is the reason an Offeror may

not receive an award without discussions, the Offeror will be provided an opportunity to address the information. This communication will not constitute discussions.

(End of Section M)

(End of Solicitation: MCC-16-RFQ-0058)